

STATE OF MARYLAND
Maryland Energy Administration

CATEGORY III SMALL PROCUREMENT (Equal to or Under \$25,000)

Survey Exercise to Identify Potential Sites for an Offshore Wind Transfer Station

PART I - PURPOSE

The Maryland Energy Administration (MEA) is an agency of the State of Maryland. MEA is authorized by State law to maximize energy efficiency, increase the use of renewable and clean energy sources, and improve the environment. MEA is also engaged in the broader issues of sustainability, climate change and alternative transportation fuels and technologies.

MEA is seeking proposals from Contractors to provide the initial outreach to elected officials and other key stakeholders, such as prominent local water users or area specific environmental groups, to advise and explain future survey work associated with the feasibility determination of a possible temporary 'transfer station'. This temporary transfer station would allow the primary offshore wind components to be brought by barge from Baltimore and transferred to a specialized offshore wind jack-up vessel within southernmost Maryland waters within the Chesapeake Bay.

In this task, the selected contractor will work with MEA to: finalize the list of appropriate individuals and communities to be contacted; create a simple and clear message; deliver the message; and report back to MEA all feedback from the outreach initiative.

PART II – GENERAL INFORMATION

A. Incurred Expenses

The State of Maryland will not be responsible for any costs incurred by any Contractor in preparing and submitting a quotation in response to this solicitation.

B. Contractor Responsibilities

The State of Maryland will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be responsible for all products and services required by this solicitation.

C. General Contract Conditions

Any contract resulting from this solicitation shall include at a minimum the following contractual terms and conditions. (See generally, Code of Maryland Regulations (COMAR) 21.05.07.06 (F) and (G)).

1. Parties to the Contract (including taxpayer identification numbers)
2. Scope of the Contract
3. Length of the Contract
4. Compensation and Method of Payment
5. Contract Modification Clause
6. Disputes Clause
7. Maryland Law Prevails Clause
8. Compliance with Maryland State Finance and Procurement Law Clause
9. Nondiscrimination in Employment Clause
10. Termination for Default Clause
11. Termination for Convenience Clause
12. Delays and Extension of Time Clause
13. Changes Clause
14. Anti-Bribery Clause
15. Identification of Procurement Officers

D. Compensation

The Contractor shall submit an invoice for the total hours worked for the period stated in the invoice for all activities performed as outlined in Part III Scope of Work below. A proper original invoice shall be submitted to the Procurement Officer identified below. Included with the invoice shall be a document detailing description of actual work performed and the hours associated with the work. The Contractor shall sign a statement on the detail that certifies the information is true and correct. Payments to the Contractor pursuant to any resulting contract shall be made no later than thirty (30) days after the State's receipt of a proper original invoice from the Contractor. Each invoice must reflect the Contractor's Federal Tax Identification Number, or Social Security Number.

E. Protest

The State of Maryland provides avenues for any vendor to protest against the award or the proposed award of a contract. All protests should be filed in accordance with COMAR Title 21, State Procurement Regulations, Subtitle 10, Administrative and Civil Remedies.

F. Minority Business Enterprise Notice

Minority business enterprises are encouraged to respond to this published solicitation and to obtain certification. Questions relevant to certification should be directed to the Maryland Office of Minority Business Affairs at (410) 767-8232.

A Minority Business Enterprise Subcontracting Goal of 25% has been established for this published solicitation.

G. Compliance with Law/Arrearages

By submitting an offer in response to this solicitation, the Contractor, if selected for award, agrees that it will comply with all federal, state, and local laws, rules, regulations and ordinances applicable to its activities and obligations under the contract. By submitting an offer in response to this solicitation, the Contractor represents and warrants that it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

H. Insurance

The Contractor shall maintain an adequate amount of general liability insurance coverage and provide evidence of such coverage to the Administration upon request.

I. Rights to Records and Exclusive Use

The Contractor agrees that all documents and materials prepared by the Contractor for purposes of this Contract, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor

hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

J. Acknowledgment of Amendments

Although no amendments to this solicitation are anticipated, this solicitation requires the acknowledgment of the receipt of all amendments, addenda, and changes issues.

PART III - SCOPE OF WORK

- Background

As Maryland advances with its preparation in deploying an offshore wind farm in the Atlantic Ocean approximately 12 miles east from Ocean City, the State is exploring ways to maintain its competitiveness and to retain as much as possible of the business opportunities within Maryland.

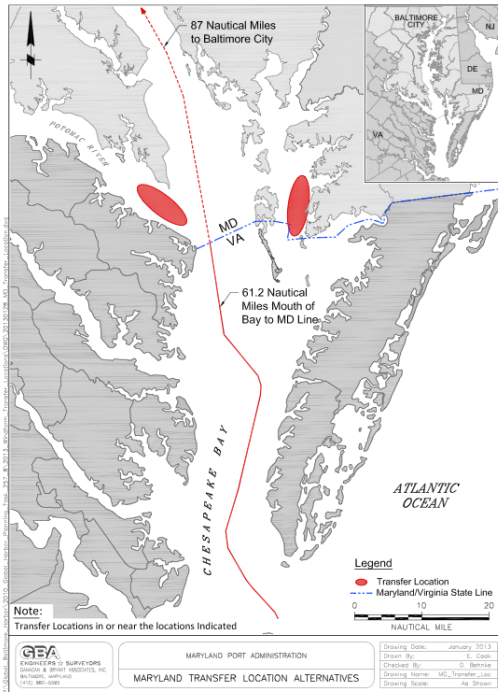
As the major components such as the turbines, towers, blades and foundations are heavy and large, they will require a specialized load bearing terminal with deep water access and storage space, as found in the Baltimore Ports.

Common practice within European offshore wind deployment is to utilize a costly specialized jack-up vessel. This vessel places its spud cans and legs on the harbor floor, and then uses its crane to lift the offshore wind components on to its deck before floating under power to the wind farm. It then re-stabilizes itself using its legs on the ocean floor before assembling the components at the appropriate location.

In order to reduce the cost associated with the jack-up vessel traveling up and down the Chesapeake Bay to and from Baltimore the state of Maryland seeks to explore the viability of a suitable location(s) approximately 500 feet square in area that has the potential to facilitate a temporary rendezvous point for the jack-up vessel. This

location would need to allow it to place its legs on the bed of the Chesapeake Bay and to load onboard the main offshore wind components from a transporting barge originating from Baltimore.

Maryland Ports Administration, under guidance from Maryland Energy Administration, is preparing to coordinate a series of short surveys of the Bay floor



and to match their findings with wind speeds in order to derive a short list of plausible rendezvous sites for the jack-up vessel to meet the transporting barge. This work will be conducted in the southernmost part of Maryland waters in the Chesapeake Bay, as marked in red in the adjacent map.

If a set of possible rendezvous sites are found, such sites will be discussed in greater details with a broader range of the communities that may be temporarily impacted by the future transfer station. In the event the deployment phase advances with the transfer station, the location(s) will most likely require reinforcement of the Chesapeake Bay water bed in order to prevent the sinking of the transfer vessel legs. Further, the

rendezvous point(s), and any build-out of a future transfer station, is expected to consist of no more than three visible dolphin mooring buoys. The anticipated use of the transfer station is most likely to take place in the spring and summer months for one, but not more than two years (~2018-2019).

- Specific Tasks

The Contractor shall provide specific technical services for the following:

- 1) To confer with MEA and Maryland Port Authority (MPA) and to provide an agreed short list of elected officials and key stakeholders that should be approached and made aware of the future survey work and informed for its reason.
- 2) To propose to MEA the message content and method of delivery to the list of identified elected officials and key stakeholders in Task 1 above.
- 3) To implement the delivery of the message developed under Deliverable 2.
- 4) To report back to MEA (and MPA) all feedback in delivering the message.

-Deliverables

In accordance with the tasks above, the deliverables will include:

- 1) An agreed list of who should be included in this brief outreach;**
- 2) A prepared message with agreed content and format;**
- 3) Delivery of the message to those on the list developed under Deliverable 1; and**
- 4) An oral report with short written summary of feedback received in response to the message under Deliverable 3.**

The contractor should provide MEA a deliverable and receive approval prior to advancing to the subsequent task.

PART IV – PROPOSAL FORMAT

All proposals shall be prepared in a straightforward and concise manner, delineating the Contractor's capabilities to satisfy the requirements of the published solicitation and, specifically, the requirements for the tasks listed in Part III, Scope of Work. **While there are no specific page limitations, please be concise.** Proposals shall contain the following information:

- A. Letter of Transmittal** – A Letter of Transmittal on the Contractor's business stationery shall accompany the Technical Proposal. The sole purpose of this letter is to provide a record of transmittal of the proposal in addition to the receipt of all amendments, addenda, and changes issued. The letter should be brief and signed by an individual who is authorized to commit the Contractor to the services and requirements stated within the published solicitation.
- B. Technical Proposal**
 1. Title Page -Contact information for the organization and all personnel who will perform the work; phone; fax, email or web addresses, and Federal ID numbers.
 2. Demonstration that the Contractor's identified personnel have the capacity to perform certain tasks listed in the Scope of Work and within the time set in the Scope of Work.
- C. Price Proposal** – The Contractor shall prepare and sign a price proposal. The price proposal shall be in the form of a single hourly rate, which shall apply to all Contractor-assigned personnel for the duration of the contract. Financial information submitted shall be irrevocable for a period of ninety (90) days after the due date of the proposal.

- D. **Minority Business Enterprise (MBE)** – The Contractor shall complete and submit the MBE forms included in this solicitation in an Appendix (**Attachment D**)

PART V – EVALUATION CRITERIA

A review panel consisting of MEA staff will review proposals and may interview Contractors. All proposals that are in compliance with requirements and qualifications will be evaluated based on the following criteria. Technical factors will receive equal weight with financial factors.

1. Contractor's Experience
2. Demonstration of Qualifications
3. Ability to meet demands in Scope of Work
4. Ability to maintain Deliverable Schedule requested
5. Price

If, upon review of the proposals, the review panel has further questions, Contractors may be invited to make oral presentations to MEA.

PART VI – BASIS OF AWARD

MEA may, at its sole option, enter into discussions with each responsible Contractor and ask the Contractors to submit "best and final offers" before making an award. Thereafter, the award of the contract will be made to the responsible Contractor whose proposal is determined to be most advantageous to the State.

Electronic submissions of the Technical and Price Proposals in a portable document format (PDF, must be compatible with Adobe Acrobat Reader) are due to the attention of Maria Ulrich (mulrich@energy.state.md.us) at the Maryland Energy Administration by May 27, 2013 at 4:00PM. A return e-mail will acknowledge receipt of the proposal.

Maria Ulrich
Maryland Energy Administration
60 West Street Suite 300
Annapolis, MD 21401

Please address your questions to Maria Ulrich, (410) 260-7752.